



# WASHOE COUNTY

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## STAFF REPORT BOARD MEETING DATE: October 13, 2015

**DATE:** September 10, 2015  
**TO:** Board of County Commissioners  
**FROM:** Jackson Buell, Sergeant (775) 328-3350  
[JBuell@washoecounty.us](mailto:JBuell@washoecounty.us)

**THROUGH:** Chuck Allen, Sheriff 397

**SUBJECT:** Approve Sheriff's Security Agreement between the Hayfed LLC dba Ultra 4 Racing event and the Washoe County Sheriff's Office to provide two uniformed Deputy Sheriffs [costs to be reimbursed by Hayfed LLC] and other various functions for the period of September 4, 2015 to December 31, 2015 at the Wild West Motorsports Park. (Commission District 4, East of Sparks)

### SUMMARY

Hayfed LLC dba Ultra 4 Racing requested the Washoe County Sheriff's Office provide two uniformed personnel to aid with a general police presence at their scheduled event in East Sparks on October 17<sup>th</sup>, 2015. The agreement provides for reimbursement to the County for the cost of providing the uniformed personnel.

**Washoe County Strategic Objective supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

No prior actions.

### BACKGROUND

The Washoe County Sheriff's Office was approached by Lucas Oil Director of Security Joe Ganino to provide uniformed Personnel to assist with this event. While this is not a Lucas Oil/I-10 Promotions sponsored event, Hayfed LLC General Manager Eric Pender is utilizing Mr. Ganino to manage security at the event. Mr. Ganino has managed security for the Lucas Oil Off-Road Racing Series that have been held at the park for the past four years. Mr. Pender manages/oversees the Wild West Motorsports Park. This Ultra 4 Racing event is in its second year of being hosted at the Wild West Motorsports Park. It drew approximately 2,000 persons to the event last year and is predicted to draw a similar crowd this year.

AGENDA ITEM # 5F3

**FISCAL IMPACT**

There will be no fiscal impact to Washoe County General Fund. All personnel costs including benefits and the use of WCSO equipment will be paid by Hayfed LLC. Reimbursement received will be deposited to account 150200-485129 (Office of the Sheriff – Salary Reimbursement).

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Sheriff's Security Agreement between the Hayfed LLC dba Ultra 4 Racing event and the Washoe County Sheriff's Office to provide two uniformed Deputy Sheriffs [costs to be reimbursed by Hayfed LLC] and other various functions for the period of September 4, 2015 to December 31, 2015 at the Wild West Motorsports Park.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve Sheriff's Security Agreement between the Hayfed LLC dba Ultra 4 Racing event and the Washoe County Sheriff's Office to provide two uniformed Deputy Sheriffs [costs to be reimbursed by Hayfed LLC] and other various functions for the period of September 4, 2015 to December 31, 2015 at the Wild West Motorsports Park.

**SHERIFF'S SECURITY AGREEMENT**

**BETWEEN**

**HAYFED LLC.**

**AND THE**

**WASHOE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made this 4<sup>th</sup> day of September 2015, (the "Effective Date"), by and between the COUNTY OF WASHOE (herein, "COUNTY"), a political subdivision of the State of Nevada, the Sheriff of Washoe County (herein, "SHERIFF") and HAYFED LLC. DBA ULTRA 4 RACING (herein, "ULTRA 4").

**WITNESSETH:**

WHEREAS, ULTRA 4 desires the services of Deputy Sheriffs and to provide security and law enforcement at various functions of ULTRA 4 RACE EVENT related to the EVENT SECURITY; and

WHEREAS, the SHERIFF desires to allow his Deputy Sheriffs to voluntarily work for ULTRA 4 in their non-duty hours because the provision of trained law-enforcement personnel for public functions, such as the EVENT SECURITY, serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the WASHOE

**COUNTY SHERIFF'S OFFICE** to provide security and law enforcement during functions conducted by **ULTRA 4** and under which **ULTRA 4** assumes the responsibility for reimbursing **WASHOE COUNTY** for the cost of providing necessary Deputy Sheriffs, and Vehicles.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

**I. DEFINITIONS**

As used in this Agreement:

- A. **"Deputy"** means a Deputy Sheriff, Sergeant Deputy, Sheriffs Lieutenant Deputy Sheriffs, and Reserve Deputy Sheriffs.
  
- B. **"Sergeant"** means a Sergeant Deputy Sheriff.
  
- C. **"Lieutenant"** means a Lieutenant Deputy Sheriff.
  
- D. **"Communication Personnel"** means any person assigned by Sheriff to provide communication services.
  
- E. **"Security Services"** include law enforcement, dispatch and communications services and services related thereto.

**II. PROVISION OF SECURITY SERVICES TO THE ULTRA 4 EVENT IS CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES VOLUNTEER TO SERVE**

It is expressly recognized by the parties hereto that a sufficient number of deputies, and all levels of supervision must volunteer to perform security services requested by **ULTRA 4** before this Agreement becomes effective. This **AGREEMENT** shall not become effective and shall not bind any of the parties hereto in any manner if the **SHERIFF** is unable to obtain a sufficient number of volunteer deputies to perform those security services.

The **SHERIFF** shall provide a sufficient number of deputies, sergeants and lieutenants hired by **ULTRA 4** and shall arrange its employment schedules to assure that those deputies are supervised by an appropriate number of sergeants and lieutenants. The **SHERIFF** shall have the sole power to determine the number of deputies, sergeants and lieutenants, which are “sufficient” and “appropriate”.

It is agreed by the **SHERIFF** and **ULTRA 4** that planned staffing levels will be mutually agreed upon in writing.

**III. DEPUTIES WHO VOLUNTEER ACT IN THEIR CAPACITIES AS EMPLOYEES OF THE SHERIFF**

Deputy Sheriff's are not compelled to provide security services for **ULTRA 4** performing **EVENT SECURITY** by virtue of this **AGREEMENT**, and any such person who provides services during functions of **EVENT SECURITY** does so, on a voluntary basis. Deputies who provide such services shall be considered to be “on duty.”

**IV. SHERIFF'S LEXIPOL POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF THE SHERIFF, SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL**

All Lexipol Policies and Procedures of the Sheriff's Office must be followed by Sheriff's Office personnel (including deputies, sergeants, and lieutenants) providing security services for **ULTRA 4**. Violation of those Lexipol Policies or Procedures will subject such Sheriff's employees to disciplinary action by the **SHERIFF**.

All deputies, sergeants, and lieutenants employed pursuant to this Agreement remain subject to the direction and control of the **SHERIFF** and shall utilize the normal chain of command within the Sheriff's Office in the event of problems or questions.

**IV. COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKER'S COMPENSATION**

Compensation shall be in the following amounts, and may be revised each year as employee contracts change. See attached Financial and Operating Plan for current rates:

**REGULAR OVERTIME**

|            |                       |
|------------|-----------------------|
| Civilian   | See attached addendum |
| Deputy     | See attached addendum |
| Sergeant   | See attached addendum |
| Lieutenant | See attached addendum |
| Captain    | See attached addendum |

**HOLIDAY PAY**

|            |                       |
|------------|-----------------------|
| Civilian   | See attached addendum |
| Deputy     | See attached addendum |
| Sergeant   | See attached addendum |
| Lieutenant | See attached addendum |

Captain

See attached addendum

Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to **ULTRA 4** reflecting all amounts paid to those employees as salary earned during the provision of such security services. **ULTRA 4** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain full coverage under Nevada's Worker's Compensation laws for all personnel providing security services for **ULTRA 4**. Such coverage shall be effective at all times when those employees are providing such security services. At all times, the personnel providing services under this **AGREEMENT** shall be acknowledged and deemed to be the sole employees or personnel of the **SHERIFF** and not of **ULTRA 4**. The **SHERIFF** shall have sole responsibility for directing the activities of and supervising such personnel and employees. The **SHERIFF** is and shall at all times be an independent contractor.

#### **VI. USE OF VEHICLES**

The **COUNTY** and the **SHERIFF** hereby consent to allow certain Sheriff's vehicles to be

used during functions of the **EVENT SECURITY**. The **SHERIFF** has the sole discretion to determine the quantity and type of vehicles, which may be used, and when and how the vehicles may be used.

The **SHERIFF** shall include on his invoice to **ULTRA 4** a charge per hour as delineated in the financial and operations plan, for each Sheriff's vehicle utilized in providing security services for **ULTRA 4**, and **ULTRA 4** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

## **VII. INSURANCE**

### **A. ULTRA 4 POLICY**

**ULTRA 4** shall maintain limits of General Liability insurance no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised. Unless otherwise approved by the **COUNTY**, all liability coverage shall be on an "occurrence" basis and not a "claims made" basis.

**ULTRA 4** shall procure the insurance from an insurer having a Best's rating of no less than A-: VII. The **COUNTY**, through its Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning **ULTRA 4** and the insurance carrier. Prior to commencement of security

services, **ULTRA 4** shall provide the **SHERIFF** with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of **ULTRA 4**.

**B. COUNTY NAMED AS ADDITIONAL INSURED**

Prior to the commencement providing security services for the **ULTRA 4**, **ULTRA 4** shall also provide to the **SHERIFF** an endorsement to the General Liability Policy required by Paragraph "A" above, which names the **COUNTY** and all of the **COUNTY'S** officers, officials, deputies, employees, agents and volunteers as additional insured for all periods of time during which deputies may be employed for services at any **ULTRA 4** function.

**ULTRA 4** insurance coverage shall be primary insurance as respects to the county, it's officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of **ULTRA 4**. Any insurance or self-insurance maintained by the county shall be in excess of **ULTRA 4** insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of this policy shall not affect coverage provided to the **COUNTY**, its officers, officials, deputies, employees or volunteers.

This policy of insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. **FAILURE TO PROCURE INSURANCE; REMEDIES**

If **ULTRA 4** fails to procure or maintain any of the insurance coverages required in paragraphs "A" or "B" above, the **COUNTY** may either (1) terminate this Agreement or (2) purchase such insurance to cover any damages which the **COUNTY** may be liable to pay through any of the operations under this Contract, and **ULTRA 4** shall pay the amount of the premiums for each insurance to the **COUNTY** upon demand. The **COUNTY'S** Risk Manager shall have the power to determine which alternative to follow and is hereby delegated the power to purchase any insurance policies pursuant to this paragraph.

**VIII. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION**

**ULTRA 4** agrees to hold harmless, defend, and indemnify the **COUNTY**, its officers, officials, agents, employees, deputies and volunteers from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based on bodily injury (including death) or property damage, including property damage to **ULTRA 4's** property, arising out of or as a result of the negligent acts, errors, or omissions of **ULTRA 4**, its officers, agents, employees, or subcontractors, including the negligent acts, errors, or omissions of the deputies or other employees and volunteers of the **County** undertake or performed at the direction and under the supervision of **ULTRA 4**. **ULTRA 4** shall have no responsibility or liability for any liabilities, claims, demands, damages, losses and expenses resulting from the acts, errors and omissions of **SHERIFF'S** personnel engaged in acts within the scope of their official duties, responsibilities and

authorizations under applicable law or SHERIFF'S policies and procedures.

In determining the nature of any claim against the COUNTY, its officers, officials, agents, employees, deputies and/or volunteers, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations.

**IX. MISCELLANEOUS**

**A. Termination of Agreement**

Either party may terminate this agreement upon 60 days written notice to the other party.

**B. Termination of Agreement Due to Emergency or Exigent Circumstances**

The SHERIFF may, at his discretion, terminate this agreement should he determine an emergency situation exists that requires the resources dedicated to ULTRA 4, are needed in execution of his lawful, or statutory duties.

**C. Entire Agreement: Counterpart Execution**

This AGREEMENT constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements; negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof. This AGREEMENT may be executed in one or more counterparts and by facsimile signature.

**D. Effective Agreement**

Upon execution by both parties, this **AGREEMENT** shall be effective commencing on the Effective Date and Terminating on **DECEMBER 31, 2015**

**E. Attorney's Fees**

If either party to this **AGREEMENT** defaults in any of its obligations hereunder, and it is subsequently adjudicated by a court that a party has defaulted in its obligations hereunder, the party found to be in default hereby agrees to pay all costs of suit, including reasonable attorney's fees, to the other party.

**F. Applicable Law**

The laws of the State of Nevada shall govern this **AGREEMENT**.

**G. Binding Effect**

If this **AGREEMENT** becomes effective, it shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

**H. Authority**

Each person who executes this **AGREEMENT** declares that he has full legal authority to bind his principal to the full extent of the law.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

**WASHOE COUNTY BOARD OF COMMISSIONERS**

By \_\_\_\_\_  
Chairman Washoe County Commission

ATTEST:

\_\_\_\_\_

**WASHOE COUNTY SHERIFF**

By Chuck Allen  
Chuck Allen, Sheriff

Hayfed, LLC.

By Eric Pender  
AUTHORIZING SIGNATURE

Name and Title

Eric Pender G.m.

**WASHOE COUNTY SHERIFF'S OFFICE**

**FINANCIAL AND OPERATING PLAN**

This Annual financial and Operating Plan, is hereby made and entered into by and between the **Washoe County Sheriff's Office**, and the **HAYFED, LLC DBA ULTRA 4 EVENT** hereinafter referred to as "**ULTRA 4**" under the provisions of the **Sheriff's Security Agreement** executed on the 4<sup>th</sup> day of September 2015. The Operating Plan is made and agreed to as the date of execution noted above and is for the period beginning **January 1, 2015** and ending **December 31, 2015**.

**I. GENERAL**

- A. The following individuals shall be the designated and alternate representative of each party, so designated, to make or receive requests for special enforcement activities:

**Designated Representatives:**

Chuck Allen  
Sheriff  
Washoe County  
911 Parr Blvd.  
Reno, NV 89512-1000  
(775) 328-3010

Hayfed, LLC./ULTRA 4

**Alternate Representatives:**

Frank Schumann  
Captain  
Washoe County Sheriff's Office  
911 Parr Blvd  
Reno, NV 89512-1000  
(775) 328-3354

Eric Pender  
epender@qdconstruction.com

Joe Ganino  
blackhawkpro@aol.com

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

**REGULAR TIME**

|            |          |
|------------|----------|
| Civilian   | \$ 56.00 |
| Deputy     | \$ 70.00 |
| Sergeant   | \$ 93.00 |
| Lieutenant | \$108.00 |
| Captain    | \$126.00 |

**HOLIDAY PAY**

|            |          |
|------------|----------|
| Civilian   | \$ 74.00 |
| Deputy     | \$ 93.00 |
| Sergeant   | \$124.00 |
| Lieutenant | \$145.00 |
| Captain    | \$168.00 |

The **Sheriff's Office** shall include on his invoice to **ULTRA 4** a charge of **\$8.00** per hour for each **Sheriff's Office** vehicle utilized during this event.

**II. PATROL ACTIVITIES**

- A. Time schedules for **Sheriff's Office** employees will be flexible to allow for emergencies of both parties entering into this agreement.

➤ **PATROL RESPONSIBILITIES**

1. Provide foot and mobile patrols
2. Provide enhanced officer presence, primarily to the contracted area.
3. Prevent criminal activity from occurring to employees, patrons and contractors Utilizing the areas included within the provisions of this AGREEMENT.
4. Take appropriate police action when criminal activity is brought to their attention.
5. Cooperatively work with the contract security agency (s) located within the area and all allied agencies having jurisdictional authority.

**III. TRAINING**

No formalized training involved, any items of special note will be covered in briefing before Deputies go on duty.

**IV. EQUIPMENT**

All necessary equipment will be provided by Washoe County Sheriff's Office.

**V. SPECIAL ENFORCEMENT SITUATIONS**

- A. Special Enforcement Situations includes but is not limited to certain Group Gatherings and disturbances.
- B. This includes but is not limited to situations which are normally unanticipated or which typically include short notice, large group gatherings such as concerts, demonstrations, and organizational rendezvous.
- C. The **SHERIFF** and **ULTRA 4** agree that the level of staffing at **ULTRA 4** events will be mutually agreed upon in writing prior to the commencement of any event in accordance with the terms of the **AGREEMENT**.

**VI. BILLING FREQUENCY**

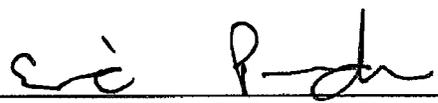
Bills will be submitted upon the completion of the event.

**IN WITNESS WHEREOF**, the parties hereto have caused this **AGREEMENT** to be executed on the day and year above written.

**WASHOE COUNTY SHERIFF**

By   
\_\_\_\_\_  
**Chuck Allen, Sheriff**

**HAYFED LLC. DBA ULTRA 4 EVENT**

By   
\_\_\_\_\_  
**AUTHORIZING SIGNATURE**

Eric Pender G.M.  
**Type/Print Name and Title**